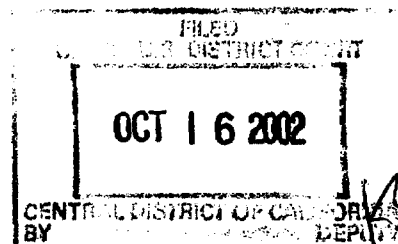


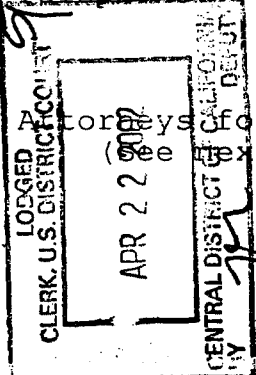
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

96 CV 0634 TJH (RNBx)

UNITED STATES OF AMERICA, and)
STATE OF CALIFORNIA, on behalf)
of the Department of Toxic)
Substances Control,)
Plaintiffs,)

v.)

OIL & SOLVENT PROCESS COMPANY,)
CHEMICAL WASTE MANAGEMENT,)
INC., FAIRCHILD HOLDING)
CORPORATION, and R. H.)
PETERSON COMPANY,)
Defendants.)

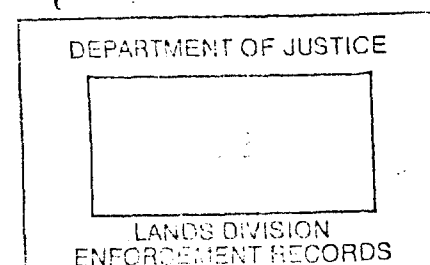
Consolidated Cases:

- (1) CV 98-0760 TJH (JGx)
- (2) CV 97-8230 TJH (RNBx)
- (3) CV 96-6634 TJH (RNBx)

Partial Consent Decree For
Chemical Waste Management, Inc.
Oil & Solvent Process Company
and R. H. Peterson Company.

Hon. Terry J. Hatter

90-11-310-1



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1 C. The defendants that have entered into this Consent
2 Decree ("Settling Defendants") do not admit and expressly deny
3 any liability to Plaintiffs arising out of the transactions or
4 occurrences alleged in the complaints. The Plaintiffs and
5 Settling Defendants agree that neither this Consent Decree, nor
6 entry into settlement, nor any payments pursuant to this Consent
7 Decree shall constitute or be construed as a finding or an
8 admission, adjudication or acknowledgment of any fact or law, or
9 of any liability, fault or wrongdoing, or evidence of such, or an
10 admission of violation of any law, rule or regulation by Settling
11 Defendants.

12 D. The purpose of this Consent Decree is to avoid
13 prolonged litigation and to provide for the Settling Defendants'
14 payment of specified amounts of the past response costs for the
15 Suburban Operable Unit of the San Gabriel Valley Superfund Sites.
16 The parties to this Consent Decree recognize that the Settling
17 Defendants' payment represents only a part of the total past
18 costs of the Suburban Operable Unit and of the past costs of
19 basin-wide investigations relating to their former properties
20 located within the Suburban Operable Unit. In entering into this
21 Consent Decree, the Plaintiffs have considered the circumstances
22 of the releases and threatened releases of hazardous substances
23 in the Basin, the involvement of the Settling Defendants in the
24 ownership and/or operation of facilities located in the Suburban
25 Operable Unit, and litigation risks in connection with the
26 Settling Defendants.

1 E. The United States, DTSC and Settling Defendants agree,
2 and this Court by entering this Consent Decree finds, that this
3 Consent Decree has been negotiated by the Parties in good faith,
4 that settlement of this matter will avoid prolonged and
5 complicated litigation between the Parties, and that this Consent
6 Decree is fair, reasonable, and in the public interest.

7 THEREFORE, with the consent of the parties to this Consent
8 Decree, it is ORDERED, ADJUDGED, AND DECREED:

9 **II. JURISDICTION**

10 1. This Court has jurisdiction over the subject matter of
11 this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C.
12 §§ 9607 and 9613(b) and also has personal jurisdiction over
13 Settling Defendants. This Court has supplemental jurisdiction
14 over the State law claims. Settling Defendants consent to and
15 shall not challenge entry of this Consent Decree or this Court's
16 jurisdiction to enter and enforce this Consent Decree.

17 **III. PARTIES BOUND**

18 2. This Consent Decree is binding upon the United States
19 and DTSC, and upon Settling Defendants and their successors and
20 assigns. Any change in ownership or corporate or other legal
21 status, including but not limited to, any transfer of assets or
22 real or personal property, shall in no way alter the status or
23 responsibilities of Settling Defendants under this Consent
24 Decree.

25 **IV. DEFINITIONS**

26 3. Unless otherwise expressly provided herein, terms used
27 in this Consent Decree which are defined in CERCLA or in
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1 regulations promulgated under CERCLA shall have the meaning
2 assigned to them in CERCLA or in such regulations. Whenever
3 terms listed below are used in this Consent Decree or in any
4 appendix attached hereto, the following definitions shall apply:

5 a. "Basin-wide Response Costs" shall mean all costs,
6 including but not limited to direct and indirect costs, together
7 with accrued Interest, that the United States and DTSC have paid
8 for Basin-wide/non-operable unit specific response actions in
9 connection with the San Gabriel Valley Superfund Sites, Areas
10 1-4.

11 b. "CERCLA" shall mean the Comprehensive Environmental
12 Response, Compensation, and Liability Act of 1980, as amended, 42
13 U.S.C. § 9601, et seq.

14 c. "Consent Decree" shall mean this Consent Decree and
15 all appendices attached hereto. In the event of conflict between
16 this Consent Decree and any appendix, the Consent Decree shall
17 control.

18 d. "Day" shall mean a calendar day. In computing any
19 period of time under this Consent Decree, where the last day
20 would fall on a Saturday, Sunday, or federal holiday, the period
21 shall run until the close of business of the next working day.

22 f. "DOJ" shall mean the United States Department of
23 Justice and any successor departments, agencies or
24 instrumentalities of the United States.

25 e. "DTSC" shall mean the California Department of
26 Toxic Substances Control and any successor departments or
27 agencies.

1 g. "DTSC Past Response Costs" shall mean all costs,
2 including but not limited to direct and indirect costs, together
3 with accrued Interest, that DTSC, and the State on behalf of
4 DTSC, have paid through the date of lodging of this Consent
5 Decree in response to the release or threatened release of
6 hazardous substances at or in connection with the Site, but not
7 including amounts reimbursed to DTSC by EPA.

8 h. "EPA" shall mean the United States Environmental
9 Protection Agency and any successor departments, agencies or
10 instrumentalities of the United States.

11 i. "EPA Hazardous Substance Superfund" shall mean the
12 Hazardous Substance Superfund established by the Internal Revenue
13 Code, 26 U.S.C. § 9507.

14 j. "Interest" shall mean interest at the current rate
15 specified for interest on investments of the Hazardous Substance
16 Superfund established by 26 U.S.C. § 9507, compounded annually on
17 October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

18 k. "Paragraph" shall mean a portion of this Consent
19 Decree identified by an arabic numeral or an upper or lower case
20 letter.

21 l. "Parties" shall mean the United States, the DTSC,
22 and the Settling Defendants.

23 m. "Past Response Costs" shall mean all costs,
24 including but not limited to direct and indirect costs and that
25 portion of the Basin-wide Response Costs, that EPA, and DOJ on
26 behalf of EPA, have paid at or in connection with the Site
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1 through the date of lodging of this Consent Decree, plus accrued
2 Interest on all such costs through such date.

3 n. "Plaintiffs" shall mean the United States and the
4 California Department of Toxic Substances Control.

5 o. "San Gabriel Valley Superfund Sites Special
6 Account" shall mean the special account established for the Site
7 by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. §
8 9622(b)(3).

9 p. "Section" shall mean a portion of this Consent
10 Decree identified by a roman numeral.

11 q. "Settling Defendants" shall mean R. H. Peterson
12 Company, the Oil & Solvent Process Company, and Chemical Waste
13 Management, Inc. Oil & Solvent Process Company and Chemical
14 Waste Management, Inc. are collectively referred to as "OSCO".

15 r. "Site" shall mean the Suburban Operable Unit of the
16 San Gabriel Valley Superfund Sites, Areas 1,2 and 4, including
17 the site formerly leased and/or operated by R. H. Peterson
18 Company, located at 530 Baldwin Park Boulevard in the City of
19 Industry, in Los Angeles County, California and the site
20 Plaintiffs maintain was formerly owned and/or operated by OSCO
21 located in the vicinity of Alanwood Road, La Puente, California
22 (formerly known as 539 South Bassetdale, La Puente, California).
23 EPA has determined that each of the Settling Defendants has owned
24 and/or operated and/or currently owns and/or operates properties
25 that are located at the Site. OSCO disputes this determination.

26 s. "State" shall mean the State of California.
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1 t. "United States" shall mean the United States of
2 America, including its departments, agencies and
3 instrumentalities.

4 V. REIMBURSEMENT OF RESPONSE COSTS

5 4. Payment of Past Response Costs to the EPA Hazardous
6 Substance Superfund. Within 30 days of entry of this Consent
7 Decree, Settling Defendant R. H. Peterson Company shall pay to
8 the EPA Hazardous Substance Superfund \$285,000 in reimbursement
9 of Past Response Costs plus an additional sum for Interest on
10 that amount calculated from twenty (20) days after entry of this
11 Consent Decree through the date of payment. Within 30 days of
12 entry of this Consent Decree, Settling Defendants Oil & Solvent
13 Process Company and Chemical Waste Management, Inc. collectively
14 shall pay to the EPA Hazardous Substance Superfund in
15 reimbursement of Past Response Costs \$617,500, plus the interest
16 accrued on that amount in account number 5330159504 from January
17 12, 2001 and any subsequently established escrow accounts until
18 the date of payment plus an additional sum for Interest on that
19 amount calculated from twenty (20) days after entry of this
20 Consent Decree through the date of payment. Each Settling
21 Defendant shall make its payment by FedWire Electronic Funds
22 Transfer ("EFT") to the U.S. Department of Justice account in
23 accordance with current EFT procedures, referencing the San
24 Gabriel Valley Superfund Sites, Area 1 (Suburban Operable Unit),
25 the USAO File Number, the EPA Region and Site Spill ID Number 09-
26 M3, and DOJ Case Number 90-11-3-1691. Each Settling Defendant
27 shall make its payment in accordance with instructions provided

1 to the Settling Defendants by the Financial Litigation Unit of
2 the U.S. Attorney's Office in the Central District of California
3 following lodging of the Consent Decree. Any payments received
4 by the Department of Justice after 4:00 p.m. Eastern Time shall
5 be credited on the next business day. Each of the Settling
6 Defendants individually shall send notice to EPA and DOJ that
7 payment has been made as specified in Section XIII (Notices and
8 Submissions).

9 5. The amounts paid by each Settling Defendant to the
10 United States pursuant to Paragraph 4 shall be deposited in the
11 San Gabriel Valley Superfund Sites Special Account within the EPA
12 Hazardous Substance Superfund to be retained and used to conduct
13 or finance response actions at or in connection with the San
14 Gabriel Valley Superfund Sites, or transferred by EPA to the EPA
15 Hazardous Substance Superfund.

16 6. Payment of Past Response Costs to DTSC. Within 30 days
17 of entry of this Consent Decree, Settling Defendant R. H.
18 Peterson Company shall pay to DTSC \$15,000 in the form of a
19 certified check or cashier's check, in reimbursement of DTSC's
20 Past Response Costs, plus an additional sum for Interest on that
21 amount calculated from twenty (20) days after entry of this
22 Consent Decree through the date of payment. Within 30 days of
23 entry of this Consent Decree, Settling Defendants Oil & Solvent
24 Process Company and Chemical Waste Management, Inc. collectively
25 shall pay in the form of a certified check or cashier's check, in
26 reimbursement of DTSC's Past Response Costs to DTSC \$32,500, plus
27 the interest accrued on that amount in account number 5330159504
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1 from January 12, 2001 until the date of payment plus an
2 additional sum for Interest on that amount calculated from twenty
3 (20) days after entry of this Consent Decree through the date of
4 payment. Each Settling Defendant's check shall be made payable
5 to Cashier, Department of Toxic Substances Control, and shall be
6 forwarded to:

7 Department of Toxic Substances Control
8 State of California
9 Accounting Office
1001 I Street
Sacramento, California 95814

10 Each Settling Defendant shall send a transmittal letter with its
11 check referencing the San Gabriel Valley Superfund Sites, Areas
12 1-4 (Suburban Operable Unit), Project Code No. 300131. Each
13 Settling Defendant shall also send a copy of its check and
14 transmittal letter to DTSC, EPA and DOJ as specified in Section
15 XIII (Notices and Submissions).

16 VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

17 7. Interest on Late Payments. In the event that any
18 payment required by Section V (Reimbursement of Response Costs),
19 or Section VI, Paragraph 8 (Stipulated Penalties), is not
20 received when due, Interest shall accrue on the unpaid balance
21 through the date of payment.

22 8. Stipulated Penalties.

23 a. If any amounts due to the United States or to DTSC
24 under this Consent Decree are not paid by the required date, the
25 Settling Defendant(s) responsible for such payment shall pay to
26 the United States if the delayed payment is for Past Response
27 Costs, or to DTSC if the delayed payment is for DTSC Past

1 Response Costs, as a stipulated penalty, in addition to any
2 Interest required by Paragraphs 4 and 7, \$500 per violation per
3 day for the first 15 days and \$1,000 thereafter per violation per
4 day that the Settling Defendant's payment is late.

5 b. If the responsible Settling Defendant(s) do not
6 comply with Section X (Site Access), or Section XI (Access to
7 Information), the non-complying Settling Defendant(s) shall pay
8 to the United States, as a stipulated penalty, \$1,000 per
9 violation per day of such noncompliance.

10 c. Stipulated penalties are due and payable within 30
11 days of the date of the demand for payment of the penalties by
12 EPA or DTSC. All payments to the United States under this
13 Paragraph shall be made by certified or cashier's check made
14 payable to "EPA Hazardous Substance Superfund" and shall be sent
15 to:

16 U.S. Environmental Protection Agency, Region IX
17 Superfund Accounting
18 P.O. Box 360863M
19 Pittsburgh, Pennsylvania 15251
20 Attention: Collection Officer for Superfund

21 All payments shall indicate that the payment is for stipulated
22 penalties and shall reference the name and address of the party
23 making payment, the San Gabriel Valley Superfund Sites, Areas 1-4
24 (Suburban Operable Unit), the USAO File Number, the EPA Region
25 and Site Spill ID Number 09-M3, and DOJ Case Number 90-11-3-1691.
26 Copies of the check[s] paid pursuant to this Paragraph, and any
27 accompanying transmittal letter[s], shall be sent to EPA and DOJ
28 as provided in Section XIII (Notices and Submissions).

1 d. All payments to DTSC under this Paragraph shall be
2 made by certified or cashier's check made payable to Cashier,
3 Department of Toxic Substances Control, and shall be sent to:

4 Department of Toxic Substances Control
5 State of California
6 Accounting Office
1001 I Street
Sacramento, California 95814

7 All payments shall indicate that the payment is for stipulated
8 penalties and shall reference the name and address of the party
9 making payment, and the San Gabriel Valley Superfund Sites, Area
10 1 (Suburban Operable Unit), Project Code No. 300131. Each
11 Settling Defendant shall also send a copy of its check and
12 transmittal letter to DTSC as specified in Section XIII (Notices
13 and Submissions).

14 e. Penalties shall accrue as provided in Paragraph 8
15 regardless of whether Plaintiffs have notified the responsible
16 Settling Defendant(s) of the violation or made a demand for
17 payment, but need only be paid upon demand. However, payment
18 shall be considered timely with respect to each Settling
19 Defendant so long as the Settling Defendant demonstrates that it
20 has given timely instructions to a competent financial
21 institution for the subject EFT to be made in a timely manner,
22 and has promptly after the transfer obtained a written
23 verification from the financial institution that the EFT was made
24 in accordance with the Settling Defendant's instructions. All
25 penalties shall begin to accrue on the day after complete
26 performance is due or the day a violation occurs, and shall
27 continue to accrue through the final day of correction of the
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1 noncompliance or completion of the activity. Nothing herein
2 shall prevent the simultaneous accrual of separate penalties for
3 separate violations of this Consent Decree.

4 9. If the United States or DTSC brings an action to enforce
5 this Consent Decree against a Settling Defendant, that Settling
6 Defendant shall reimburse the United States and DTSC for all
7 costs of such action, including but not limited to costs of
8 attorney time.

9 10. Payments made under Paragraphs 7 through 9 shall be in
10 addition to any other remedies or sanctions available to
11 Plaintiffs by virtue of any Settling Defendant's failure to
12 comply with the requirements of this Consent Decree.

13 11. Notwithstanding any other provision of this Section,
14 the United States and/or DTSC may, in their respective
15 unreviewable discretion, waive payment of any portion of the
16 stipulated penalties that have accrued to the respective
17 Plaintiff pursuant to this Consent Decree.

18 **VII. COVENANT NOT TO SUE BY PLAINTIFFS**

19 12. Covenant Not to Sue by United States. Except as
20 specifically provided in Paragraph 14 (Reservation of Rights by
21 United States and DTSC), the United States covenants not to sue
22 Settling Defendants, and each of them, pursuant to Section 107(a)
23 of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs.
24 This covenant not to sue shall take effect as to each Settling
25 Defendant upon payment to EPA of all payments required from that
26 Settling Defendant by Section V, Paragraph 4 (Payment of Response
27 Costs to the United States) and Section VI, Paragraphs 7

1 (Interest on Late Payments) and 8(a) (Stipulated Penalties).

2 Each Settling Defendant's covenant not to sue is conditioned upon
3 the satisfactory performance by that Settling Defendant of its
4 obligations under this Consent Decree. This covenant not to sue
5 extends only to Settling Defendants and their respective
6 employees, officers, and directors, but only to the extent that
7 the liability of such employees, officers, and directors is based
8 on their status, and they have acted in their capacities as
9 employees, officers, or directors. This covenant not to sue
10 shall also extend to any liability that OSCO derives from Stanley
11 Peckham to the extent that OSCO has succeeded to the liabilities
12 of Stanley Peckham. This covenant not to sue shall also extend
13 to any liability that Waste Management, Inc. derives from OSCO or
14 Stanley Peckham to the extent, if any, that Waste Management,
15 Inc. has succeeded to the liabilities of OSCO or Stanley Peckham.
16 This covenant not to sue does not extend to any other person. In
17 the event of a breach by a Settling Defendant of its obligations
18 under this Consent Decree, the covenant shall remain in effect as
19 to the other Settling Defendants.

20 13. Covenant Not to Sue by DTSC. Except as specifically
21 provided in Paragraph 14 (Reservation of Rights by United States
22 and DTSC), DTSC covenants not to sue Settling Defendants, and
23 each of them, pursuant to Section 107(a) of CERCLA, 42 U.S.C. §
24 9607(a), and Section 7003 of the Resource Conservation and
25 Recovery Act and comparable state law, including but not limited
26 to, the California Civil Code § 3494, and California Health and
27 Safety Code §§ 205 and 206, to recover DTSC Past Response Costs.

1 This covenant not to sue shall take effect as to each Settling
2 Defendant upon payment to DTSC of all payments required from that
3 Settling Defendant by Section V, Paragraph 6 (Payment of Response
4 Costs to DTSC) and Section VI, Paragraphs 7 (Interest on Late
5 Payments) and 8(a) (Stipulated Penalties). Each Settling
6 Defendant's covenant not to sue is conditioned upon the
7 satisfactory performance by that Settling Defendant of its
8 obligations under this Consent Decree. This covenant not to sue
9 extends only to Settling Defendants and their respective
10 employees, officers, and directors, but only to the extent that
11 the liability of such employees, officers, and directors is based
12 on their status, and they have acted in their capacities as
13 employees, officers, or directors. This covenant not to sue
14 shall also extend to any liability that OSCO derives from Stanley
15 Peckham to the extent that OSCO has succeeded to the liabilities
16 of Stanley Peckham. This covenant not to sue shall also extend
17 to any liability that Waste Management, Inc. derives from OSCO or
18 Stanley Peckham to the extent, if any, that Waste Management,
19 Inc. has succeeded to the liabilities of OSCO or Stanley Peckham.
20 This covenant not to sue does not extend to any other person. In
21 the event of a breach by a Settling Defendant of its obligations
22 under this Consent Decree, the covenant shall remain in effect as
23 to the other Settling Defendants.

24 14. Reservation of Rights by United States and DTSC. The
25 covenants not to sue set forth in Paragraphs 12 and 13 do not
26 pertain to any matters other than those expressly specified
27 therein. The United States and DTSC reserve, and this Consent
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1 Decree is without prejudice to, all rights against each Settling
2 Defendant with respect to all other matters, including but not
3 limited to:

4 a. liability for failure of that Settling Defendant to
5 meet a requirement of this Consent Decree;

6 b. liability for damages for injury to, destruction
7 of, or loss of natural resources, including the reasonable costs
8 of assessing such injury, destruction, or loss;

9 c. criminal liability;

10 d. liability for injunctive relief or administrative
11 order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906;

12 e. liability for costs incurred or to be incurred by
13 the United States that are not within the definition of Past
14 Response Costs;

15 f. liability for costs incurred or to be incurred by
16 DTSC that are not within the definition of DTSC Past Response
17 Costs;

18 g. liability arising from the past, present, or future
19 disposal, release, or threat of release of hazardous substances
20 outside of the Site; and

21 h. liability arising from R. H. Peterson Company's
22 future acts or omissions regarding soil and groundwater
23 contamination at the former R. H. Peterson Company facility.

24 i. liability arising from OSCO's future acts or
25 omissions regarding soil and groundwater contamination at the
26 former OSCO facility.

1 VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

2 15. Settling Defendants covenant not to sue and agree not
3 to assert any claims or causes of action against the United
4 States or DTSC, or their contractors or employees, with respect
5 to Past Response Costs, DTSC Past Response Costs or this Consent
6 Decree, including but not limited to:

7 a. any direct or indirect claim for reimbursement from
8 the Hazardous Substance Superfund based on Sections 106(b)(2),
9 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607,
10 9611, 9612, or 9613, or any other provision of law;

11 b. any claims arising under the United States
12 Constitution, the California Constitution, State law, the Tucker
13 Act, 28 U.S.C. § 1491, or common law, arising out of or relating
14 to past or future access to, imposition of deed restrictions or
15 easements, or other restrictions on the use and enjoyment of
16 property identified in Paragraph 18 owned or controlled by the
17 Settling Defendants;

18 c. any claims for costs, fees or expenses incurred in
19 this action (including claims arising under the Equal Access to
20 Justice Act, as amended, 28 U.S.C. § 2412) or under any provision
21 of State law.

22 d. any claim arising out of response actions at the
23 Site for which the Past Response Costs or DTSC Past Response
24 Costs were incurred; and

25 e. any claim against the United States or DTSC
26 pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and
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1 9613, relating to Past Response Costs or DTSC Past Response
2 Costs.

3 16. Nothing in this Consent Decree shall be deemed to
4 constitute approval or preauthorization of a claim within the
5 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.
6 § 300.700(d).

7 **IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

8 17. Nothing in this Consent Decree shall be construed to
9 create any rights in, or grant any cause of action to, any person
10 not a Party to this Consent Decree. Except as expressly provided
11 otherwise herein, each of the Parties reserves any and all rights
12 (including, but not limited to, any right to contribution),
13 defenses, claims, demands, and causes of action which each Party
14 may have with respect to any matter, transaction, or occurrence
15 relating in any way to the Site against any person not a Party
16 hereto.

17 18. The Parties agree, and by entering this Consent Decree
18 this Court finds, that each of the Settling Defendants and their
19 respective employees, officers, and directors (but only to the
20 extent that the liability of such employees, officers, and
21 directors is based on their status, and they have acted in their
22 capacities as employees, officers, or directors), are entitled,
23 as of the effective date of this Consent Decree, to protection
24 from contribution actions or claims as provided by Section
25 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters
26 addressed" in this Consent Decree. The Parties also agree, and
27 by entering this Consent Decree this Court finds, that OSCO is
28

1 entitled to the above protection from contribution actions or
2 claims to the extent that OSCO has succeeded to the liabilities
3 of Stanley Peckham. The Parties also agree, and by entering this
4 Consent Decree this Court finds, that Waste Management, Inc. is
5 entitled to the above protection from contribution actions or
6 claims to the extent, if any, that Waste Management, Inc. has
7 succeeded to the liabilities of OSCO or Stanley Peckham. The
8 "matters addressed" in this Consent Decree shall mean all
9 response costs incurred as a result of past releases of
10 chlorinated solvents and "BTEX" compounds (Benzene, Toluene,
11 Ethylbenzene and Xylene) from the former R. H. Peterson Company
12 facility located at 530 Baldwin Park Boulevard, City of Industry,
13 California, and the former OSCO facility located in the vicinity
14 of Alanwood Road, La Puente, California (formerly known as 539
15 South Bassetdale, La Puente, California), except that the
16 "matters addressed" exclude any EPA and DTSC response costs paid
17 after the date of lodging of this Consent Decree, and any
18 response costs incurred in connection with future groundwater
19 remediation for the Site, including groundwater remediation at
20 the former R. H. Peterson Company and OSCO facilities.

21 19. Each Settling Defendant agrees that, with respect to
22 any suit or claim for contribution brought by it for matters
23 related to this Consent Decree, it will notify EPA, DOJ and DTSC
24 in writing no later than 30 days prior to the initiation of such
25 suit or claim. Each Settling Defendant also agrees that, with
26 respect to any suit or claim for contribution brought against it
27 for matters related to this Consent Decree, it will notify EPA,
28

1 DOJ and DTSC in writing within 10 days of service of the
2 complaint or claim upon it. In addition, each Settling Defendant
3 shall notify EPA, DOJ and DTSC within 10 days of service or
4 receipt of any Motion for Summary Judgment, and within 10 days of
5 receipt of any order from a court setting a case for trial, for
6 matters related to this Consent Decree.

7 20. In any subsequent administrative or judicial proceeding
8 initiated by the United States or DTSC for injunctive relief,
9 recovery of response costs, or other relief relating to the Site,
10 Settling Defendant(s) shall not assert, and may not maintain, any
11 defense or claim based upon the principles of waiver, res
12 judicata, collateral estoppel, issue preclusion, claim-splitting,
13 or other defenses based upon any contention that the claims
14 raised by the United States or DTSC in the subsequent proceeding
15 were or should have been brought in the instant case; provided,
16 however, that nothing in this Paragraph affects the
17 enforceability of the Covenant Not to Sue by Plaintiffs set forth
18 in Section VII. Except as provided in Paragraph 15 and this
19 Paragraph, Settling Defendants do not waive and expressly reserve
20 all claims or defenses they may have. OSCO expressly reserves
21 the right to challenge EPA's determination that it owned and/or
22 operated the property in the vicinity of Alanwood Road in any
23 subsequent administrative or judicial proceeding initiated by the
24 United States or DTSC.

25 X. SITE ACCESS

26 21. Commencing upon the date of lodging of this Consent
27 Decree, each Settling Defendant agrees, to the extent that it has
28

1 access rights to the property identified in Paragraph 18, to
2 provide the United States, DTSC, and their representatives,
3 including EPA and its contractors, access at all reasonable times
4 to such property for the purpose of conducting any response
5 activity related to the Site, including but not limited to:

6 a. Monitoring of investigation, removal, remedial or
7 other activities at the Site;

8 b. Verifying any data or information submitted to the
9 United States or DTSC;

10 c. Conducting investigations relating to contamination
11 at or near the Site;

12 d. Obtaining samples;

13 e. Assessing the need for, planning, or implementing
14 response actions at or near the Site; and

15 f. Inspecting and copying records, operating logs,
16 contracts, or other documents maintained or generated by any
17 Settling Defendant or its agents, consistent with Section XI
18 (Access to Information).

19 22. Notwithstanding any provision of this Consent Decree,
20 the United States and DTSC retain all of their access authorities
21 and rights, including enforcement authorities related thereto,
22 under CERCLA, the Resource Conservation and Recovery Act, 42
23 U.S.C. § 6927, and any other applicable statutes or regulations.

24 XI. ACCESS TO INFORMATION

25 23. Each Settling Defendant shall provide to EPA and DTSC,
26 upon request, copies of all documents and information within its
27 possession or control or that of its contractors or agents

1 relating to activities at the Site, including, but not limited
2 to, sampling, analysis, chain of custody records, manifests,
3 trucking logs, receipts, reports, sample traffic routing,
4 correspondence, or other documents or information related to the
5 Site.

6 24. Confidential Business Information and Privileged
7 Documents.

8 a. Each Settling Defendant may assert business
9 confidentiality claims covering part or all of the documents or
10 information submitted to Plaintiffs under this Consent Decree to
11 the extent permitted by and in accordance with Section 104(e)(7)
12 of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).
13 Documents or information determined to be confidential by EPA
14 will be accorded the protection specified in 40 C.F.R. Part 2,
15 Subpart B. If no claim of confidentiality accompanies documents
16 or information when they are submitted to EPA or DTSC, or if EPA
17 has notified the Settling Defendant that the documents or
18 information are not confidential under the standards of Section
19 104(e)(7) of CERCLA, the public may be given access to such
20 documents or information without further notice to the Settling
21 Defendant.

22 b. Each Settling Defendant may assert that certain
23 documents, records or other information are privileged under the
24 attorney-client privilege or any other privilege recognized by
25 federal or California state law. If a Settling Defendant asserts
26 such a privilege in lieu of providing documents, it shall provide
27 Plaintiffs with the following: 1) the title of the document,
28

1 record, or information; 2) the date of the document, record, or
2 information; 3) the name and title of the author of the document,
3 record, or information; 4) the name and title of each addressee
4 and recipient; 5) a description of the subject of the document,
5 record, or information; and 6) the privilege asserted. However,
6 no documents, reports or other information created or generated
7 pursuant to the requirements of this or any other consent decree
8 with the United States shall be withheld on the grounds that they
9 are privileged. If a claim of privilege applies only to a
10 portion of a document, the document shall be provided to
11 Plaintiffs in redacted form to mask the privileged information
12 only. Each Settling Defendant shall retain all records and
13 documents that it claims to be privileged until the United States
14 and DTSC have had a reasonable opportunity to dispute the
15 privilege claim and any such dispute has been resolved in the
16 Settling Defendant's favor.

17 c. No claim of confidentiality shall be made with
18 respect to any data, including but not limited to, all sampling,
19 analytical, monitoring, hydrogeologic, scientific, chemical, or
20 engineering data, or any other documents or information
21 evidencing conditions at or around the Site as provided in
22 Section 104(e)(7)(f) of CERCLA, 42 U.S.C. § 9604(e)(7)(f).

23 XII. RETENTION OF RECORDS

24 25. Until 10 years after the entry of this Consent Decree,
25 each Settling Defendant shall preserve and retain all records and
26 documents now in its possession or control, or which come into
27 its possession or control, that relate in any manner to response
28

1 actions taken at the Site or the liability of any person for
2 response actions conducted and to be conducted at the Site,
3 regardless of any corporate retention policy to the contrary.

4 26. After the conclusion of the document retention period
5 in the preceding Paragraph, each Settling Defendant shall notify
6 EPA, DOJ and DTSC at least 90 days prior to the destruction of
7 any such records or documents, and, upon request by EPA, DOJ or
8 DTSC, the Settling Defendant shall deliver any such records or
9 documents to EPA or DTSC. Each Settling Defendant may assert
10 that certain documents, records, or other information are
11 privileged under the attorney-client privilege or any other
12 privilege recognized by federal law. If a Settling Defendant
13 asserts such a privilege, it shall provide Plaintiffs with the
14 following: 1) the title of the document, record, or information;
15 2) the date of the document, record, or information; 3) the name
16 and title of the author of the document, record, or information;
17 4) the name and title of each addressee and recipient; 5) a
18 description of the subject of the document, record, or
19 information; and 6) the privilege asserted. However, no
20 documents, reports, or other information created or generated
21 pursuant to the requirements of this or any other consent decree
22 with the United States shall be withheld on the grounds that they
23 are privileged. If a claim of privilege applies only to a
24 portion of a document, the document shall be provided to
25 Plaintiffs in redacted form to mask the privileged information
26 only. Each Settling Defendant shall retain all records and
27 documents that they claim to be privileged until the United
28

1 States and DTSC have had a reasonable opportunity to dispute the
2 privilege claim and any such dispute has been resolved in the
3 Settling Defendant's favor.

4 27. By signing this Consent Decree, each Settling Defendant
5 certifies individually that, to the best of its knowledge and
6 belief, it has:

7 a. conducted a thorough, comprehensive, good faith
8 search for documents, and has fully and accurately disclosed to
9 Plaintiffs, all non-privileged information currently in its
10 possession, or in the possession of its officers, directors,
11 employees, contractors or agents, which relates in any way to the
12 ownership, operation or control of the Site, or to the ownership,
13 possession, generation, treatment, transportation, storage or
14 disposal of a hazardous substance, pollutant or contaminant at or
15 in connection with the Site;

16 b. not altered, mutilated, discarded, destroyed or
17 otherwise disposed of any unique records, documents or other
18 information relating to its potential liability regarding the
19 Site, after notification of potential liability or the filing of
20 a suit against the Settling Defendant regarding the Site, other
21 than in the ordinary course of business in compliance with
22 federal and state laws and not for an improper purpose; and

23 c. fully complied with any and all EPA requests for
24 information regarding the Site pursuant to Sections 104(e) and
25 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XIII. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, DTSC, and each of the Settling Defendants, respectively.

As to the United States or DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-1691)
P.O. Box 7611
Washington, D.C. 20044-7611
202-616-8766; 202-514-2583 (fax)

As to EPA:

Remedial Project Manager, Suburban Operable Unit
San Gabriel Valley Superfund Site, Area 1
Superfund Division (SFD-7)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, California 94105

Brett P. Moffatt
Assistant Regional Counsel (ORC-3)
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105
415-972-3946; 415-947-3570 (fax)

1 As to the Department of Toxic Substances Control:

2 Ann Rushton
3 Deputy Attorney General, Environment Section
4 California Department of Justice
5 300 South Spring Street, #5000
6 Los Angeles, California 90013
7 213-897-2608; 213-897-2802 (fax)

8 Sayareh Amir
9 Acting Chief, Site Mitigation Branch
10 Department of Toxic Substances Control, Region 3
11 1011 North Grandview Avenue
12 Glendale, California 91201

13 As to Settling Defendants:

14 R. H. Peterson Company
15 c/o Raymond T. Reott
16 Law Offices of Raymond T. Reott, LLC
17 35 East Wacker Drive, Suite 1750
18 Chicago, Illinois 60601
19 312-332-7544; 312-782-4519 Fax

20 Oil & Solvent Process Company,
21 Chemical Waste Management, Inc.
22 Waste Management, Inc.
23 c/o P.B. "Lynn" Walker Coffey
24 Fognani Guibord Homsy & Roberts, LLP.
25 555 Seventeenth Street 26th Floor
26 Denver, Colorado 80202
27 303-382-6200; 303-382-6210 (fax)

28 Waste Management, Inc.
Attn: Steve Morgan
Vice President and Assistant General Counsel
1001 Fannin Street
Houston, Texas 77002
713-512-6369; 713-209-9711 (fax)

29 **XV. RETENTION OF JURISDICTION**

30 29. This Court shall retain jurisdiction over this matter for
31 the purpose of interpreting and enforcing the terms of this Consent
32 Decree.
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1 **XVI. INTEGRATION/APPENDICES**

2 30. This Consent Decree constitutes the final, complete
3 and exclusive agreement and understanding among the Parties with
4 respect to the settlement embodied in this Consent Decree. The
5 Parties acknowledge that there are no representations, agreements
6 or understandings relating to the settlement other than those
7 expressly contained in this Consent Decree.

8 **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

9 31. This Consent Decree shall be lodged with the Court for
10 a period of not less than 30 days for public notice and comment.
11 The United States reserves the right to withdraw or withhold its
12 consent if the comments regarding the Consent Decree disclose
13 facts or considerations which indicate that this Consent Decree
14 is inappropriate, improper, or inadequate. Settling Defendants
15 consent to the entry of this Consent Decree without further
16 notice.

17 32. If for any reason this Court should decline to approve
18 this Consent Decree in the form presented, this agreement is
19 voidable at the sole discretion of any Party and the terms of the
20 agreement may not be used as evidence in any litigation between
21 the Parties.

22 **XVII. EFFECTIVE DATE**

23 33. The effective date of this Consent Decree shall be the
24 date upon which it is entered by the Court.
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1 **XVIII. SIGNATORIES/SERVICE**

2 34. Each undersigned representative of a Settling Defendant
3 to this Consent Decree, the Assistant Attorney General for the
4 Environment and Natural Resources Division of the United States
5 Department of Justice and the Deputy Attorney General of the
6 California Department of Justice, certifies that he or she is
7 authorized to enter into the terms and conditions of this Consent
8 Decree and to execute and bind legally such Party to this
9 document.

10 35. Each Settling Defendant hereby agrees not to oppose
11 entry of this Consent Decree by this Court or to challenge any
12 provision of this Consent Decree, unless the United States has
13 notified Settling Defendants in writing that it no longer
14 supports entry of the Consent Decree.

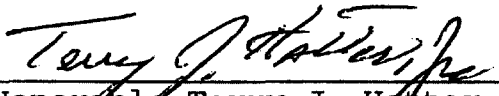
15 36. Each Settling Defendant shall identify, on the attached
16 signature page, the name and address of an agent who is
17 authorized to accept service of process by mail on behalf of that
18 Settling Defendant with respect to all matters arising under or
19 relating to this Consent Decree. Each Settling Defendant hereby
20 agrees to accept service in that manner and to waive the formal
21 service requirements set forth in Rule 4 of the Federal Rules of
22 Civil Procedure and any applicable local rules of this Court,
23 including but not limited to, service of a summons.

24 **XIX. FINAL JUDGMENT**

25 37. Upon approval and entry of this Consent Decree by the
26 Court, this Consent Decree shall constitute a final judgment
27 between and among the United States, California Department
28

1 of Toxic Substances Control, R. H. Peterson Company, Oil &
2 Solvent Process Company and Chemical Waste Management, Inc. The
3 Court finds that there is no just reason for delay and therefore
4 enters this judgment as a final judgment under Fed. R. Civ. P. 54
5 and 58.

6 SO ORDERED THIS 16th DAY OF October, 2002.

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8 
9 Honorable Terry J. Hatter
10 United States District Judge
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of UNITED STATES et. al. v. OIL AND SOLVENT et al.
3 Consolidated Cases CV 98-0760-TJH, CV 97-8230, CV 96-6634 TJH,
relating to the Suburban Operable Unit of the San Gabriel Valley
Superfund Sites.

4 FOR THE UNITED STATES OF AMERICA

5 Date: 1.29.02 Tom Sansonetti
6 THOMAS L. SANSONETTI
7 Assistant Attorney General
8 Environment and Natural Resources
Division
U.S. Department of Justice


9 Date: 1.29.02 Soroush R. Shehadi
10 SOROUSH RICHARD SHEHABI
11 Trial Attorney
12 Environmental Enforcement Section
13 Environment and Natural Resources
Division
U.S. Department of Justice
202-616-8766; Fax: 202-514-2583

14 JOHN S. GORDON
15 United States Attorney
16 LEON W. WEIDMAN
17 Assistant United States Attorney
18 Chief, Civil Division
19 MONICA MILLER
20 Assistant United States Attorney
21
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2 matter of UNITED STATES et. al. v. OIL AND SOLVENT et al.
3 Consolidated Cases CV 98-0760-TJH, CV 97-8230, CV 96-6634 TJH,
relating to the Suburban Operable Unit of the San Gabriel Valley
Superfund Sites.

4 FOR THE UNITED STATES OF AMERICA

5
6 Date: 9/26/2001


7 KEITH TAKATA
8 Director, Superfund Division
9 U.S. Environmental Protection Agency
Region IX

10
11 Date: Sept. 25, 2001


12 BRETT MOFFATT
13 Assistant Regional Counsel, Region IX
14 U.S. Environmental Protection Agency
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2 matter of UNITED STATES et. al. v. OIL AND SOLVENT et al.
3 Consolidated Cases CV 98-0760-TJH, CV 97-8230, CV 96-6634 TJH,
relating to the Suburban Operable Unit of the San Gabriel Valley
Superfund Sites.

4 FOR THE STATE OF CALIFORNIA DEPARTMENT
5 OF TOXIC SUBSTANCES CONTROL

6
7 Date:

3/27/02 Barbara Coler

8 BARBARA COLER
9 Chief, Statewide Cleanup
Operations Division
10 California Department of Toxic
Substances Control

11
12
13 Date:

4-2-02

Ann Rushton

14 ANN RUSHTON
15 Deputy Attorney General
California Department of Justice
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2 matter of UNITED STATES et. al. v. OIL AND SOLVENT et al.
3 Consolidated Cases CV 98-0760-TJH, CV 97-8230, CV 96-6634 TJH,
relating to the Suburban Operable Unit of the San Gabriel Valley
Superfund Sites.

4 FOR DEFENDANT:

R. H. PETERSON COMPANY

5
6
7 8/21/2001
8 Date

Signature: Leslie S. Bortz

9
10 Name (print): LESLIE S. BORTZ

11 Title: VICE-PRESIDENT

12 Address: 2500 W. ARTHINGTON ST.
13 CHICAGO, IL 60612
14
15
16
17

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19
20 Name (print): Raymond T. Reott

21 Title: Counsel

22 Address: Jenner & Block

23 One IBM Plaza

24 Chicago, IL 60611

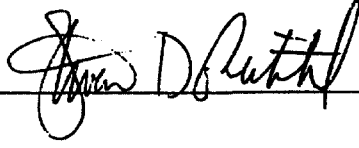
25 Ph. Number: (312) 923-2766
26
27
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter
2 of UNITED STATES et. al. v. OIL AND SOLVENT et al. Consolidated
3 Cases CV 98-0760-TJH, CV 97-8230, CV 96-6634 TJH, relating to the
4 Suburban Operable Unit of the San Gabriel Valley Superfund Sites.

5 FOR DEFENDANTS:

OIL AND SOLVENT PROCESS COMPANY, and
CHEMICAL WASTE MANAGEMENT, INC.

6 Aug. 15, 2001
7 Date

Signature: 

8 Name (print): Steven D. Richtel

9 Title: Director, Closed Sites

10 Address: 40 Waste Management, Inc.

11 8210 South Valley Highway

12 Suite 200

13 Englewood, CO 80112

14
15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name (print): CT Corporation System

19 Title: _____

20 Address: 818 West Seventh St.

21 Los Angeles, CA 90017

22
23 Ph. Number: _____
24
25
26
27
28

1 Civil Action Nos. 98-0760, 97-8230, 96-6634 - Hatter (C.D. Ca.)

2 Certificate of Service

3 I hereby certify that on this 22 day of April 2002, I caused
4 copies of the Partial Consent Decree to be
served by mail on the following:

5 STAR LIGHTNER
6 Paul, Hastings, Janofsky, Walker, LLP
7 55 Second St., 24th Floor
8 San Francisco, Ca 94105
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
Counsel for Fairchild Holding Corporation

9 RAYMOND T. REOTT, Esq.
10 Law Offices of Raymond T. Reott, LLC
35 East Wacker Drive, Suite 1750
11 Chicago, Illinois 60601
Telephone: 312-332-7544/c-312-259-1361
12 Facsimile: 312-782-4519; rreott@reottlaw.com
Counsel for Robert H. Peterson, Company

13 P.B. "LYNN" WALKER COFFEY
14 Fognani Guibord Homsy & Roberts, LLP.
555 Seventeenth Street 26th Floor
15 Denver, Colorado 80202
Telephone: 303-382-6200
16 Facsimile: 303-382-6210
Counsel for Oil and Solvent Process Company
And Chemical Waste Management, Inc.

17 ANN RUSHTON
18 Deputy Attorney General
California Department of Justice
19 300 south spring street, suite 5000
Los Angeles, California 90013
20 Telephone: (213) 897-2608
Facsimile: (213) 897-2802
21 Counsel for the State of California

22 BRETT P. MOFFATT
23 Assistant Regional Counsel (ORC-3)
U.S. Environmental Protection Agency, Region IX
24 75 Hawthorne Street
San Francisco, CA 94105
25 415-744-1374; 415-744-1041 (fax)

26 By: Alla Krivtall a Legal Secretary at the United States Attorney
27 Office, Federal Building, 300 North Los Angeles Street Los Angeles,
California 90012.